

COMMUNITY CENTER 6:30 P.M.

January 11, 2021

The Board of Education of the Southern Local School District, met in **Regular Session** on January 11, 2021 commencing at 6:30 p.m., in the Kathryn Hart Community Center, Racine, Ohio, with the following members present: Mr. Denny Evans, Mrs. Brenda Johnson, Mr. Tom Woods, Mr. Dennis Teaford and Mrs. Ashley Peterman.

Members of the Administrative Team in attendance were: Mr. Tony Deem, Superintendent and Mrs. Christi Hendrix, Treasurer.

The Board was advised of the notice requirements of Section 121.22 of the Revised Code and the implementing rules adopted by the Board of Education pursuant thereto were complied with the Revised Code for the meeting.

I. CALL TO ORDER AND ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. PRAYER

IV. TREASURER'S REPORT

APPROVAL OF MINUTES-FINANCIAL REPORTS

17-2021 Moved by Mr. Woods, seconded by Mrs. Peterman to approve the minutes, bills, financial statement, bank reconciliation statement, and all checks for the month of December, 2020 (includes fund report, revenue report, appropriation report, and warrants issued).

Adopted on a roll call vote: Mr. Evans, yes; Mrs. Peterman, yes; Mr. Teaford, yes; Mr. Woods, yes; Mrs. Johnson, yes.
Motion carried 5-0.

V. PUBLIC PARTICIPATION

VI. EDUCATIONAL REPORT

VII. OLD BUSINESS

VIII. NEW BUSINESS

COMMUNITY CENTER 6:30 P.M.

January 11, 2021

18-2021 Moved by Mrs. Johnson, seconded by Mr. Woods to approve revised appropriations in the amount of \$13,875,646.45 as presented by the Treasurer.

Adopted on a roll call vote: Mr. Evans, yes; Mrs. Peterman, yes; Mr. Teaford, yes; Mr. Woods, yes; Mrs. Johnson, yes.
Motion carried 5-0.

19-2021 Moved by Mr. Woods, seconded by Mrs. Peterman seconded to approve a payment in the amount of \$9,545.00 to the Ohio Bureau of Workers Compensation for the district’s annual premium for policy period 1/1/2021-01/01/2022.

Adopted on a roll call vote: Mr. Evans, yes; Mrs. Peterman, yes; Mr. Teaford, yes; Mr. Woods, yes; Mrs. Johnson, yes.
Motion carried 5-0.

20-2021 Moved by Mrs. Peterman, seconded by Mr. Woods to approve receipt of the following grant funds and creation of the following Fund/SCC’s;

019-9221	Foundation for Appalachian-Youth Resiliency \$6,444.00
019-9222	AEP Ohio Grant \$5,000.00
019-9223	No Kid Hungry Grant \$18,000.00

Adopted on a roll call vote: Mr. Evans, yes; Mrs. Peterman, yes; Mr. Teaford, yes; Mr. Woods, yes; Mrs. Johnson, yes.
Motion carried 5-0.

21-2021 Moved by Mrs. Peterman, seconded by Mr. Woods to approve the following resolution;

OSBA Legal Assistance Fund

Resolution to Participate in the OSBA Legal Assistance Fund

Whereas, the Southern Board of Education wishes to support the efforts of others boards of education to obtain favorable judicial decisions and,
Whereas, the Ohio School Boards Association Legal Assistance Fund has been established for this purpose,

COMMUNITY CENTER 6:30 P.M.

January 11, 2021

Therefore, the Board hereby resolves to participate in the OSBA LAF for calendar year 2021 and authorizes the Treasurer to pay the LAF \$250.00.

Adopted on a roll call vote: Mr. Evans, yes; Mrs. Peterman, yes; Mr. Teaford, yes; Mr. Woods, yes; Mrs. Johnson, yes. Motion carried 5-0.

22-2021 Moved by Mrs. Peterman, seconded by Mr. Woods to approve the following MOU with OAPSE Local #453.

**MEMORANDUM OF UNDERSTANDING
BETWEEN SOUTHERN LOCAL SCHOOL DISTRICT BOARD
OF EDUCATION
AND OHIO ASSOCIATION OF PUBLIC EMPLOYEES/
AFSCME/AFL-CIO AND LOCAL # 453**

This Memorandum of Understanding (“MOU”) is made by and between the Southern Local School District Board of Education (the “Board”) and the OAPSE/ LOCAL#453 (the “Association”).

WHEREAS, the Board and the OAPSE/ LOCAL#453 are parties to a collective bargaining agreement (“CBA”) in effect from July 1, 2019 through June 30, 2022; and

WHEREAS, the Board and the OAPSE/ LOCAL#453 wish to address the use of paid leave for employees who have not previously exhausted leave under FFCRA and 1) contract COVID-19; 2) are exposed to COVID-19 and require quarantine, or 3) have children enrolled in a school or daycare which is closed or operating remotely due to the pandemic (“Reasons for COVID Leave”); and

WHEREAS, the parties recognize employees had the right to use Emergency Paid Sick Leave under the Families First Coronavirus Response Act (“FFCRA Leave”) up through December 31, 2020 based on the Reasons for COVID Leave identified above; and

WHEREAS, the Reasons for COVID Leave may arise on or after January 1, 2021, but those employees no longer have the ability to use FFCRA Leave; and

WHEREAS, the parties wish to memorialize their agreements and understandings on an employee’s eligibility for paid leave when the employee is unable to work or telework on or after January 1, 2021 based on the Reasons for COVID Leave.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Beginning January 1, 2021 and continuing through June 30, 2021, or the end of the pandemic, whichever comes first, employees who are unable to work or telework due to the Reasons for COVID Leave shall be eligible for Paid COVID Leave for up to ten (10) days, to the extent

COMMUNITY CENTER 6:30 P.M.

January 11, 2021

that they did not exhaust or use FFCRA Leave prior to December 31, 2021.

2. To be eligible for Paid COVID Leave the employee must provide evidence to the Superintendent of the Reason for COVID Leave.
3. The Superintendent or designee may require an employee who has been directed to quarantine because of COVID-19, but who is not experiencing COVID-19 symptoms, to telework in lieu of receiving Paid COVID Leave.
4. Use of Paid COVID Leave shall not result in a reduction in or use of the employee's accumulated but unused sick leave or personal leave
5. Paid COVID Leave shall be at the employee's then-current, regular, per diem rate of pay.
6. Unused Paid COVID Leave may not be transferred to sick or other leave, another employee, or paid out, and such leave automatically expires on June 30, 2021 or the end of the pandemic, whichever comes first.
7. An employee who does not qualify for Paid COVID Leave may use their other applicable, paid or unpaid leave for their absence according to the terms of the CBA or Ohio Law.
8. This MOU does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy, other than as set forth herein.
9. The parties agree the terms of this MOU are not intended to create a case precedent or form the basis of a past practice between or among the parties.
10. This constitutes the entire agreement between the Board and the OAPSE/ LOCAL#453 regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the Parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by both Parties.
11. This MOU automatically expires on July 1, 2021.

Adopted on a roll call vote: Mr. Evans, yes; Mrs. Peterman, yes; Mr. Teaford, yes; Mr. Woods, yes; Mrs. Johnson, yes.
Motion carried 5-0.

COMMUNITY CENTER 6:30 P.M.

January 11, 2021

23-2021 Moved by Mrs. Peterman, seconded by Mr. Woods to approve the following MOU with the SOUTHERN LOCAL EDUCATION ASSOCIATION.

MEMORANDUM OF UNDERSTANDING
BETWEEN SOUTHERN LOCAL SCHOOL DISTRICT BOARD OF
EDUCATION
AND SOUTHERN LOCAL EDUCATION ASSOCIATION (SLEA)

This Memorandum of Understanding (“MOU”) is made by and between the Southern Local School District Board of Education (the “Board”) and the SLEA (the “Association”).

WHEREAS, the Board and the Association are parties to a collective bargaining agreement (“CBA”) in effect from July 1, 2019 through June 30, 2022; and

WHEREAS, the Board and the Association wish to address the use of paid leave for employees who have not previously exhausted leave under FFCRA and 1) contract COVID-19; 2) are exposed to COVID-19 and require quarantine, or 3) have children enrolled in a school or daycare which is closed or operating remotely due to the pandemic (“Reasons for COVID Leave”); and

WHEREAS, the parties recognize employees had the right to use Emergency Paid Sick Leave under the Families First Coronavirus Response Act (“FFCRA Leave”) up through December 31, 2020 based on the Reasons for COVID Leave identified above; and

WHEREAS, the Reasons for COVID Leave may arise on or after January 1, 2021, but those employees no longer have the ability to use FFCRA Leave; and

WHEREAS, the parties wish to memorialize their agreements and understandings on an employee’s eligibility for paid leave when the employee is unable to work or telework on or after January 1, 2021 based on the Reasons for COVID Leave.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Beginning January 1, 2021 and continuing through June 30, 2021, or the end of the pandemic, whichever comes first, employees who are unable to work or telework due to the Reasons for COVID Leave shall be eligible for Paid COVID Leave for up to ten (10) days, to the extent that they did not exhaust or use FFCRA Leave prior to December 31, 2021.
2. To be eligible for Paid COVID Leave the employee must provide evidence to the Superintendent of the Reason for COVID Leave.
3. The Superintendent or designee may require an employee who has been directed to quarantine because of COVID-19, but who is not experiencing COVID-19 symptoms, to telework in lieu of receiving Paid COVID Leave.

COMMUNITY CENTER 6:30 P.M.

January 11, 2021

4. Use of Paid COVID Leave shall not result in a reduction in or use of the employee’s accumulated but unused sick leave or personal leave
5. Paid COVID Leave shall be at the employee’s then-current, regular, per diem rate of pay.
6. Unused Paid COVID Leave may not be transferred to sick or other leave, another employee, or paid out, and such leave automatically expires on June 30, 2021 or the end of the pandemic, whichever comes first.
7. An employee who does not qualify for Paid COVID Leave may use their other applicable, paid or unpaid leave for their absence according to the terms of the CBA or Ohio Law.
8. This MOU does not alter, modify or change any existing provision of the CBA currently in effect between the parties or Board policy, other than as set forth herein.
9. The parties agree the terms of this MOU are not intended to create a case precedent or form the basis of a past practice between or among the parties.
10. This constitutes the entire agreement between the Board and the Association regarding the issues outlined herein. There are no other written or verbal agreements, understandings or arrangements between the Parties regarding the issues outlined herein. Any amendment to this MOU must be in writing and signed by both Parties.
11. This MOU automatically expires on July 1, 2021

Adopted on a roll call vote: Mr. Evans, yes; Mrs. Peterman, yes; Mr. Teaford, yes; Mr. Woods, yes; Mrs. Johnson, yes.
 Motion carried 5-0.

IX. PERSONNEL

24-2021 Moved by Mrs. Peterman, seconded by Mr. Woods to approve the following dock amounts.

12/04/2020 Pay date	-\$319.19 Catherine Lachman -\$1,258.16 Audra Wilkinson
12/18/2020 Pay date	-\$383.03 Catherine Lachman -\$1,707.50 Audra Wilkinson

COMMUNITY CENTER 6:30 P.M.

January 11, 2021

12/30/2020 Pay date	-\$191.52 Catherine Lachman -\$898.69 Audra Wilkinson -\$21.05 Kathy Miller
---------------------	---

Adopted on a roll call vote: Mr. Evans, yes; Mrs. Peterman, yes; Mr. Teaford, yes; Mr. Woods, yes; Mrs. Johnson, yes.
Motion carried 5-0.

IX. SUPERINTENDENT’S COMMUNICATION-
School Board Appreciation

X. BOARD’S COMMUNICATION

XI. RE-AFFIRM TIME AND PLACE OF NEXT MEETING
Regular Meeting February 22, 2021 6:30 P.M.

XII. ADJOURNMENT

25-2021 Moved by Mr. Woods, seconded by Mrs. Peterman to adjourn:

Adopted on a roll call vote: Mr. Evans, yes; Mrs. Peterman, yes; Mr. Teaford, yes; Mr. Woods, yes; Mrs. Johnson, yes.
Motion carried 5-0.

TIME: 7:06 p.m.

Treasurer/CFO

Board President